

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF GEORGIA  
MACON DIVISION**

MARTIN MARIETTA MATERIALS,	)	
INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
C.T. HARRIS, INC., HARRIS	)	CASE NUMBER
EARTHMOVING, INC., INTERNAL	)	
REVENUE SERVICE, HERTZ	)	5:08-CV-173
EQUIPMENT RENTAL CORPORATION,	)	
DDH CONSTRUCTION, INC.,	)	
FERGUSON ENTERPRISES, INC.,	)	
ALLEYKAT EQUIPMENT & PARTS, LLC	)	
TRANCENTRAL, INC., UNITED	)	
STATES TRUSTEE, SUPERTEL	)	
HOSPITALITY, INC., and ASHA &	)	
NISHA, INC.,	)	
	)	
Defendants.	)	

**ANSWER OF DEFENDANT TRANCENTRAL, INC.**

COMES NOW, TranCentral, Inc. ("TranCentral"), Defendant in the above-styled matter, and filed this its Answer to Martin Marietta Materials, Inc.'s Second Amended Complaint for Interpleader.

**FIRST DEFENSE**

Responding to the specifically numbered paragraphs of Martin Marietta Materials, Inc.'s Second Amended Complaint for Interpleader, Defendant

TranCentral states as follows:

**Parties, Jurisdiction and Venue**

1.

Defendant TranCentral is without sufficient knowledge or information to form an opinion or belief as to the allegations contained in Paragraph 1 of Martin Marietta Materials, Inc.'s Second Amended Complaint for Interpleader.

2.

Defendant TranCentral is without sufficient knowledge or information to form an opinion or belief as to the allegations contained in Paragraph 2 of Martin Marietta Materials, Inc.'s Second Amended Complaint for Interpleader.

3.

Defendant TranCentral is without sufficient knowledge or information to form an opinion or belief as to the allegations contained in Paragraph 3 of Martin Marietta Materials, Inc.'s Second Amended Complaint for Interpleader.

4.

Upon information and belief, Defendant TranCentral admits the allegations contained in Paragraph 4 of Martin Marietta Materials, Inc.'s Second Amended Complaint for Interpleader.

5.

Defendant TranCentral is without sufficient knowledge or information to form an opinion or belief as to the allegations contained in Paragraph 5 of Martin Marietta Materials, Inc.'s Second Amended Complaint for Interpleader.

6.

Defendant TranCentral is without sufficient knowledge or information to form an opinion or belief as to the allegations contained in Paragraph 6 of Martin Marietta Materials, Inc.'s Second Amended Complaint for Interpleader.

7.

Defendant TranCentral is without sufficient knowledge or information to form an opinion or belief as to the allegations contained in Paragraph 7 of Martin Marietta Materials, Inc.'s Second Amended Complaint for Interpleader.

8.

Defendant TranCentral is without sufficient knowledge or information to form an opinion or belief as to the allegations contained in Paragraph 8 of Martin Marietta Materials, Inc.'s Second Amended Complaint for Interpleader.

9.

Defendant TranCentral admits the allegations contained in Paragraph 9 of Martin Marietta Materials, Inc.'s Second Amended Complaint for Interpleader.

10.

Defendant TranCentral admits the allegations contained in Paragraph 10 of Martin Marietta Materials, Inc.'s Second Amended Complaint for Interpleader.

11.

Defendant TranCentral is without sufficient knowledge or information to form an opinion or belief as to the allegations contained in Paragraph 11 of Martin Marietta Materials, Inc.'s Second Amended Complaint for Interpleader.

12.

Defendant TranCentral is without sufficient knowledge or information to form an opinion or belief as to the allegations contained in Paragraph 12 of Martin Marietta Materials, Inc.'s Second Amended Complaint for Interpleader.

13.

Defendant TranCentral is without sufficient knowledge or information to form an opinion or belief as to the allegations contained in Paragraph 13 of Martin Marietta Materials, Inc.'s Second Amended Complaint for Interpleader.

14.

Defendant TranCentral admits the allegations contained in Paragraph 14 of Martin Marietta Materials, Inc.'s Second Amended Complaint for Interpleader.

15.

Defendant TranCentral admits the allegations contained in Paragraph 15 of Martin Marietta Materials, Inc.'s Second Amended Complaint for Interpleader.

Factual Background

16.

Defendant TranCentral is without sufficient knowledge or information to form an opinion or belief as to the allegations contained in Paragraph 16 of Martin Marietta Materials, Inc.'s Second Amended Complaint for Interpleader.

17.

Defendant TranCentral is without sufficient knowledge or information to form an opinion or belief as to the allegations contained in Paragraph 17 of Martin Marietta Materials, Inc.'s Second Amended Complaint for Interpleader.

18.

Defendant TranCentral is without sufficient knowledge or information to form an opinion or belief as to the allegations contained in Paragraph 18 of Martin Marietta Materials, Inc.'s Second Amended Complaint for Interpleader.

19.

Defendant TranCentral is without sufficient knowledge or information to form an opinion or belief as to the allegations contained in Paragraph 19 of Martin Marietta Materials, Inc.'s Second Amended Complaint for Interpleader.

20.

Defendant TranCentral is without sufficient knowledge or information to form an opinion or belief as to the allegations contained in Paragraph 20 of Martin Marietta Materials, Inc.'s Second Amended Complaint for Interpleader.

21.

Defendant TranCentral admits that on or about November 21, 2007, it entered into a factoring contract with Defendant CT Harris, Inc. (Hereinafter "CTH"), whereby it made payment to CTH in exchange for an assignment from CTH of all its right, title and interest in the contract payments it was to receive from Plaintiff Martin Marietta for the contract work at issue in this litigation. Defendant TransCentral further admits that on or about February 12, 2008, it entered into a factoring agreement with Defendant Harris Earthmoving, Inc. (hereinafter "Earthmoving") whereby it made substantial payments to Earthmoving for an assignment from Earthmoving of all its right, title and interest in the contract payments it was to receive from Plaintiff Martin Marietta for the

contract work at issue in this litigation.

22.

Defendant TranCentral is without sufficient knowledge or information to form an opinion or belief as to the allegations contained in Paragraph 22 of Martin Marietta Materials, Inc.'s Second Amended Complaint for Interpleader.

23.

Defendant TranCentral admits the allegations contained in Paragraph 23 of Martin Marietta Materials, Inc.'s Second Amended Complaint for Interpleader.

24.

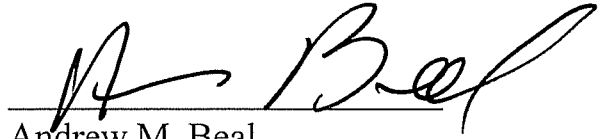
Defendant TranCentral admits only that it has not colluded with or entered into any agreements with Plaintiff Martin Marietta.

25.

Defendant TranCentral admits the allegations contained in Paragraph 25 of Martin Marietta Materials, Inc.'s Second Amended Complaint for Interpleader.

Wherefore, Defendant TranCentral respectfully requests that this Court enter an Order authorizing Defendant TranCentral to receive those portions of the funds interpled into the Registry of Court by Plaintiff sufficient to satisfy those factoring contracts it entered into with Defendants CTH and Earthmoving.

This 19<sup>th</sup> day of December, 2008.

  
\_\_\_\_\_  
Andrew M. Beal  
Georgia Bar No. 043842  
COUNSEL FOR TRANCENTRAL INC.

**ANDREW M. BEAL, P.C.**  
7 Lenox Pointe  
Atlanta, Georgia 30324  
(404) 688-2700